

REMARKS

In the application claims 1-36 remain pending. No claims have been canceled and no claims have been added. Each of pending claims 1-36 presently stands rejected. The reconsideration of the rejection of the claims is, however, respectfully requested.

The pending claims presently stand rejected under 35 U.S.C. § 103 as being rendered obvious primarily in view of the combination of “Whirlpool.com” and “PointServe.com.”

In response to this rejection it is respectfully submitted that a rejection under 35 U.S.C. § 103 requires that a combination of references being relied upon disclose each and every element set forth within the claims either expressly or inherently. To be “inherently” described in a reference the reference “must make clear that the missing descriptive matter is necessarily present in the thing described and that it would be so recognized by persons of ordinary skill.” Inherency “may not be established by probabilities or possibilities.” The mere fact that a certain thing may result from a given set of circumstances is not sufficient. *Continental Can Co. USA v. Monsanto Co.*, 948 F.3d 1264 (Fed. Cir. 1991).

Considering now the references cited, it has been acknowledged that Whirlpool fails to disclose, teach, or suggest at least the claimed elements of “determining at least one available time slot based on a geographical identifier,” “transmitting data indicative of the at least one available repair time slot to the client device via a wide area network,” or “receiving time slot selection data from the client device via the wide area network.” While it has been asserted that PointServe discloses these elements in cited references V1 and U1, it is respectfully submitted that, when the references are carefully reviewed, it is evident that PointServe, like Whirlpool, also fails to expressly or inherently disclose, teach, or suggest at least the claimed “determining at least one available time slot based on a geographical identifier” which is then transmitted to a

client for selection. For this reason it is respectfully submitted that the rejection of the claims must be withdrawn.

Turning now to PointServe and particularly reference V1, this reference, at page 2, paragraph 8, lines 1-3 sets forth “PointServe integrates proprietary genetic algorithms and geographic information systems (GIS) routing capabilities into its ServiceXchange” and that “Service providers use ServiceXchange to manage the scheduling, routing, tracking, and delivery elements of their services.” As is apparent, this cited passage fails to expressly describe that the genetic algorithm generates a time slot based on a geographic location *which is then provided to a customer for selection* as is claimed. Rather, this passage expressly describes that the generated information is provided to the service provider for use in managing the scheduling, routing, tracking, and delivering of the elements of their services. Thus, since the cited passage fails to expressly disclose that any information generated by the “genetic algorithms” is provided to a customer for selection, and certainly cannot be said to disclose in a manner that makes clear that which has been acknowledged to be missing from Whirlpool is necessarily present in the thing described, it is respectfully submitted that PointServe fails to expressly or inherently provide the suggestion to modify Whirlpool that is required to maintain the rejection under 35 U.S.C. § 103. For at least this reason the rejection of the claims must be withdrawn.

Similarly, considering PointServe reference U1, the cited passage of this reference, namely page 1, paragraph 5, lines 1-4, sets forth that “users can do a search on the website for potential open spaces in a company’s schedule for service people and the program automatically pulls up compatible schedules for employees.” As will be appreciated, this cited passage fails to expressly set forth that a customer is provided with time slots for selection which are determined based upon a geographical identifier. Accordingly, since this cited passage, like the cited passage in reference V1, fails to expressly disclose that a customer is provided with a repair time

slot determined based upon a geographical identifier, and certainly cannot be said to disclose in a manner that makes clear that which has been acknowledged to be missing from Whirlpool is necessarily present in the thing described, it is respectfully submitted that PointServe fails to expressly or inherently provide the suggestion to modify Whirlpool that is required to maintain the rejection under 35 U.S.C. § 103. For at least this reason the rejection of the claims must be withdrawn.

Still further, it is respectfully submitted that, even when the cited passages from the PointServe references are considered in combination, the cited passages can not be said to inherently describe those claim elements that have been acknowledged to be missing from Whirlpool (it being evident that the cited passages fail to expressly disclose such elements). Rather, from the cited passages it can be inferred that the PointServe system allows a user to select a potentially open space in a company's schedule to request service (reference U1) and that the PointServe system then functions to use information associated with the request for service to generate information that is then used by the service provider to manage the scheduling, routing, tracking, and delivery of elements of their services. Since this is not in keeping with the system claimed, it is respectfully submitted that the combination of Whirlpool and PointServe fails to present a *prima facie* case of obviousness and, for this reason, the rejection of the claims must be withdrawn.

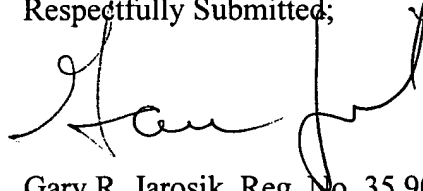
CONCLUSION

It is respectfully submitted that the cited references, whether considered alone or in combination, fail to disclose, teach, or suggest each and every element set forth in the pending claims. For at least this reason it is submitted that the application is in good and proper form for allowance. Such action of the part of the Examiner is respectfully requested. Should it be

determined, however, that a telephone conference would expedite the prosecution of the subject application, the Examiner is respectfully requested to contact the attorney undersigned.

The Commissioner is authorized to charge any fee deficiency or credit overpayment to deposit account 50-2428 in the name of Greenberg Traurig.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read 'Gary R. Jarosik', written over a horizontal line.

Date: August 8, 2005

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